

CCO FORM: RW01  
Approved: 6/93 (TLP)  
Revised: 02/10 (AR)  
Modified:

COUNTY: Jackson  
ROUTE: 71  
PROJECT: J4I0766  
PARCEL: 92  
Excess No. E4-0493

### QUITCLAIM DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the State of Missouri, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, 105 W. Capitol Avenue, Jefferson City, Missouri 65102, party of the first part (grantor) and \_\_\_\_\_

(Mailing address of first-named grantee) \_\_\_\_\_

\_\_\_\_\_ of the County of \_\_\_\_\_, State \_\_\_\_\_, *party/parties* of the second part (grantee),

WITNESSETH: In consideration of the payment of the sum of \_\_\_\_\_ DOLLARS, the receipt of which is hereby acknowledged, the said party of the first part does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the *party/parties* of the second part, a tract of land, lying situated and being in the County of Jackson, State of Missouri, to wit:

A parcel of land, being all of Lots 2 through 6, except that part in the right-of-way for Missouri Highway No. 71, in "HEDGES HEIGHTS ADDITION", a subdivision of land in the Northwest 1/4 of Section 12, Township 47 North, Range 33 West, of the Fifth Principal Meridian in Kansas City, Jackson County, Missouri lying Easterly of the Easterly right-of-way line of Missouri Highway No. 71, as now established, and Northerly of the Northerly right-of-way line of the Kansas City Southern Railroad, as now established, said parcel being more particularly described as follows:

(Note: The bearing system in the following description is based on Grid North, Missouri Coordinate System of 1983.) Commencing at the Northeast corner of said Lot 2, said point also being on the Northerly right-of-way line of the Kansas City Southern Railroad; thence North 84°51'11" West 34.40 feet, along the North line of said Lot 2, to the True Point of Beginning. Thence South 48°32'26" West 777.90 feet, along said Northerly right-of-way line, to a point on the Easterly right-of-way line of said Missouri Highway No. 71 as established by highway right-of-way plan sheet No. 59, for Route 470/435/71, revised 6/8/2005, MODOT Project No. J410766N, and being 201.00 feet left of centerline station 209+50.86; thence North 16°02'27" West 374.55 feet, along said Easterly right-of-way line, to a point 175.00 feet left of centerline station 206+00.00; thence North 12°18'46" West 226.46 feet, along said Easterly right-of-way line, to a point on the North line of said Lot 2, said point being 196.26 feet left of centerline station 203+88.21; thence South 84°51'11" East 737.74 feet, along the North line of said Lot 2, to the "point of beginning" of the tract herein described containing 211,265 square feet or 4.8500 acres, more or less.

Grantee, for itself, its successors and assigns, by acceptance of this conveyance, covenants and agrees, and it is made a condition of this conveyance that the property herein described shall not be used for the construction, erection or maintenance of billboards or advertising signs other than signs advertising activities conducted on the property or services and products therein provided. This shall be a covenant running with the land and is binding upon Grantee, its successors and assigns. Upon a breach of this covenant and after 10 days' written notice to Grantee or its successors and assigns to remove said offending sign as described above, Grantor retains the right to enter the property herein conveyed and remove said sign at the sole expense and liability of Grantee or its successors and assigns.

This conveyance is made upon the express condition that Grantee, himself, his heirs, successors and assigns shall have no right of direct access from the land herein conveyed to the adjacent highway now known as Route 71 and its ramps, all such rights of direct access being reserved by Grantor.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said *party/parties* of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first written above.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

By \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Secretary to the Commission

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by my duly sworn did say that *he/she* is \_\_\_\_\_ of Missouri Highways and Transportation Commission; that the seal affixed to the foregoing instrument is the official seal of said Commission; that said instrument was signed and sealed in behalf of said Commission by authority of said Commission, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cole County, the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_